

BILL NO. S-76-10-22

SPECIAL ORDINANCE NO. S-194-76

AN ORDINANCE approving a contract with Louis Delagrangre for a Sewer Extension-U.S. 24 East.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract dated September 22, 1976, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and Louis Delagrangre, for:

Main Line

Beginning at an existing sanitary sewer manhole located 5+ LF south of and 5+ LF south of and 5+ LF east of the southwest corner of lot #6 of East Wayne Acre Addition as recorded in Plat Book 4, Page 33; thence southeasterly 225+ LF to a proposed manhole located 5+ LF south of and 5+ LF west of the southwest corner of lot #2 of said addition; thence due south 125+ LF to a proposed manhole located 36+ LF south of and 10+ LF east of the centerline intersection of Maumee Road and US 24 East (New Haven Ave.); thence easterly 36+ LF south of and parallel to the centerline of said US 24 East 160+ LF terminating at a proposed manhole.

Said sewer shall be 10" in diameter, for a total cost of \$21,845.00, of which the City will pay \$3,761.50 and the balance paid by the Developer, all as more particularly set forth in said Contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.


Councilman

APPROVED AS TO FORM
AND LEGALITY,


Read the first time in full and on motion by Burns, seconded by Schmidt, and duly adopted, read the second time by title and referred to the Committee on City Facilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City County Building, Fort Wayne, Indiana, on _____, the day of _____, 1976, at _____ o'clock P.M., E.S.T.

DATE: 10-12-76

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Burns, seconded by J. Schmidt, and duly adopted, placed on its passage.

PASSED (~~10-12-76~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>8</u>	<u> </u>	<u> </u>	<u>1</u>	<u> </u>
BURNS	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
HINGA	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
HUNTER	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
MOSES	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
NUCKOLS	<u> </u>	<u> </u>	<u> </u>	<u>✓</u>	<u> </u>
SCHMIDT, D.	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
SCHMIDT, V.	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
STIER	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
TALARICO	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

DATE: 10-26-76

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION)

ORDINANCE (RESOLUTION) No. 8-194-76 on the 26th day of Oct., 1976.

ATTEST (SEAL)

Charles W. Westerman
CITY CLERK

James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th day of Oct., 1976, at the hour of 11:00 o'clock A. M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 27th day of October, 1976, at the hour of 6:00 o'clock P. M., E.S.T.

Robert Edmonstrong
MAYOR

Bill No. S-76-10-22

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance

Approving a contract with Louis Delagrangre for a Sewer Extension - U.S.

24 East

have had said Ordinance under consideration and beg leave to report back to the Common

Council that said Ordinance SS PASS.

Paul M. Burns - Chairman

John Nuckols - Vice-Chairman

William T. Hinga

Fredrick R. Hunter

Samuel J. Talarico

10-26-76 CONCURRED IN
DATE _____ CHARLES W. WESTERMAN, CITY CLERK

63-293-14 H.I. 7/22/16

AGREEMENT
SEWER EXTENSION

THIS AGREEMENT, made on this 22 day of September, 1976,
by and between LOUIS DELAGRANGE, hereinafter referred to as "OWNER" and the CITY OF
FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as
"CITY", WITNESSETH:

WHEREAS, the Owner is developing the following described area to wit:

Commencing at the Northeast corner of the Southwest
Quarter of Section 10, Township 30 North, Range 13
East, Allen County, Indiana; thence Westerly along
the North line of said Southwest Quarter 692.50 feet
to the point of beginning; thence South 300.00 feet; thence
West 132.59 feet; thence North 300.00 feet; thence East
132.76 feet to the point of beginning; subject to 50 feet off
the North side thereof for road right-of-way and containing
0.76 acres.

WHEREAS, the Owner is desirous of extending the City sanitary sewers to serve
said Additions, and

WHEREAS, the Owner has had detailed engineering plans and specifications pre-
pared for the extension of City sanitary sewers to serve said Additions, and

WHEREAS, said plans have been revised to incorporate City request for over-
sizing and lowering to allow for future expansions, and

WHEREAS, the Owner obtained bids on said project and the City and Owner are
ready to construct said sewers commonly known as Wendy's Restaurant - U.S. 24 East-
Old Maumee Road Sanitary Sewers, hereinafter referred to as "Sewers", and is des-
cribed as follows:

Main Line

Beginning at an existing sanitary sewer manhole located 5± LF south of and
5± LF south of and 5± LF east of the southwest corner of lot #6 of East
Wayne Acre Addition as recorded in Plat Book 4, Page 33; thence south-
easterly 225± LF to a proposed manhole located 5± LF south of and 5± LF
west of the southwest corner of lot #2 of said addition; thence due south
125± LF to a proposed manhole located 36± LF south of and 10± LF east of
the centerline intersection of Maumee Road and US 24 East (New Haven Ave.);
thence easterly 36± LF south of and parallel to the centerline of said US 24
East 160± LF terminating at a proposed manhole.

Said sewer shall be 10" in diameter.

Said sewer to be constructed in accordance with the plans, specifications and
profiles approved by the Water Pollution Control Engineering Department and on file
at this time in the office of the Board of Public Works. Said project commonly
known as Wendy's Restaurant, US 24 East Sanitary sewers. Said plans, specifications
and profiles are by reference incorporated herein and made a part hereof.

WHEREAS, the cost of the City requested oversized and deeper sewer is represented to be \$21,845.00, and

WHEREAS the cost of the sewer for the developers needs is represented to be \$16,563.50, and,

WHEREAS, the developer is to pay a tap-in fee due the City to defray the purchase price of the Indiana Suburban Sewers, Inc. as recorded by Instrument No. 76-00060, computed as follows:

Area of Developer 0.76 Acres x \$2,000 per acre = \$1,520.00

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

The City and Owner shall cause said Sewer to be constructed and located in accordance with said plans, specifications, and profiles on file with the City. All work and materials shall be subject to inspection by City and right of City to halt construction if there shall be non-compliance therewith. Said sewer shall not be deemed permanently connected into the sewer system of the City until final acceptance by City. Notwithstanding the above, the Owner may place in service a portion of the project before the entire project is completed providing said portion is completed in accordance with said plans and specifications. Upon completion, said Sewer shall become the property of City, and City shall accept sewage therefrom, subject to such sewage service charges as may now or hereafter be regularly established by City, and all further maintenance thereafter shall be borne by City. Owner shall obtain necessary easements.

2. COST OF CONSTRUCTION

The City agrees to pay the Owner (within 30 days of the completion and acceptance by the Board of Public Works) the cost of oversizing less the required tap-in fee, represented to be \$3,761.50, computed as follows:

Const. Cost of Sewer for area needs	\$21,845.00
Const. Cost of Sewer for Developers Needs	<u>- 16,563.50</u>
Oversizing Cost to City Utilities	\$ 5,281.50
Less I.S.S. Tap-in Fee	<u>1,520.00</u>
NET COST TO CITY	\$3,761.50

3. AREA OF OWNER

Said Sewer, when accepted by the City, will serve the aforescribed real estate which is now owned or under contract purchase by Owner.

4. LIMITATION ON USE

Said Sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said Sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

5. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly adopted Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

6. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

The Owner, for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of any territory now or hereafter owned by him as described in Article 3 herein, or hereafter served by said Sewer or any extension thereof.

In further consideration and to induce City to execute and ratify this contract, said Owner, for himself, his successors and assigns, agrees by this contract to vest in City the permanent right at its direction to annex to the City of Fort Wayne at any future time by duly authorized ordinance the said real estate noted in Article 3 herein.

Owner further agrees that any deeds, contracts, or other instruments of conveyance made by the Owner, its successors or assigns transferring or conveying any interest or title in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article, which provisions shall run with the land and the acceptance of the delivery of any such instrument from the Owner, his successors and assigns by any grantee, vendee, or contract purchaser and their successors in title.

The Owner further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of the City as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of City, who connect into the sewer constructed hereunder, shall be deemed to thereby waive his, her, their or its right to remonstrate against or other wise object to, interfere with or oppose any pending or future annexation by City of such land or of the territory in which it is located or of the area served by said Sewer.

IN WITNESS WHEREOF the parties have subscribed to this Agreement the day and year first above written.

OWNER:

Louis Delagrang
Louis Delagrang

CITY OF FORT WAYNE

By

Robert Armstrong
Robert Armstrong, Mayor

BOARD OF PUBLIC WORKS

By

Henry P. Wehrenberg
Henry P. Wehrenberg, Chairman

Ethel H. LaMar
Ethel H. LaMar

Max G. Scott
Max G. Scott

ATTEST:

Ursula Miller
Ursula Miller, Clerk

Approved as to form and legality:

Harry W. Bunker
Associate City Attorney

STATE OF INDIANA)

)SS:

COUNTY OF ALLEN)

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Louis Delagrang, Owner, who acknowledged the execution of the foregoing Agreement for Sewer Extension, as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal, this 14th day of September, 1976

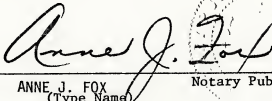
Rosemarie Farrar
Rosemarie Farrar
(Type Name) Notary Public

My Commission Expires:

10-28-76

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Robert Armstrong, Mayor; Henry P. Wehrenberg, Chairman of the Board of Public Works; Ethel H. LaMar and Max Scott, Members of the Board of Public Works; and Ursula Miller, Clerk, of the Board of Public Works, who acknowledged the execution of the foregoing Agreement for sewer extension, as and for their voluntary act and deed for the uses and purposes therein contained.


ANNE J. FOX Notary Public
(Type Name)

My Commission Expires:

3/6/80

This Instrument prepared by Philip R. Boller

TITLE OF ORDINANCE SPECIAL ORDINANCE - Sewer Extension Agreement

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

A-76-10-22

SYNOPSIS OF ORDINANCE Sewer Extension Agreement between the City and Louis Delagrang
provides for extension of a sanitary sewer to serve the new Wendy's Restaurant being
built on U.S. 24 East. Total cost of the construction is \$21,845.00 of which the
developer will be paying \$16,563.50 with the Utility paying \$5,281.50 for oversizing.
The developer will pay the Utility \$1,520.00 tap-in fee, making the net cost to
the Utility \$3,761.50.

EFFECT OF PASSAGE Extension of sewer service outside City Limits and revenue to
City on sewage charges

EFFECT OF NON-PASSAGE Failure to provide service where possible

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) Net cost to Utility of \$3,761.50

ASSIGNED TO COMMITTEE *City Utilities*